

**MCI WORLDCOM COMMUNICATIONS, INC.**  
**NEVADA ELECTRONIC TRANSMISSION**  
**SERVICE ENROLLMENT FORM**

This form must be filled out completely and returned prior to the initiation of Electronic Transmission (ET) service, and anytime thereafter if there is a change in Station or Billing information. Please type or print legibly. Detailed instructions for filling out this form are attached. If you have any questions, call MCI WORLDCOM Communications, Inc. at 888-741-SMOG. Return the completed form in the self-addressed envelope to initiate your ET service or FAX to 888-897-6164.

**IF ANY INFORMATION IS OMITTED, THIS FORM WILL BE RETURNED TO YOU FOR COMPLETION.**

## SECTION ONE

### Check ✓ the Proper Block:

- ☐ New Inspection Station  
☐ Change of Station Name  
☐ Change of Billing Name  
☐ Change of Authority  
     within a Company or Corporation
- ☐ Re-Appointment  
☐ Change of Station Address  
☐ Change of Billing Address  
☐ Other \_\_\_\_\_

## SECTION TWO

### Station Information

(a) Inspection Station Number:

(b) Station Name:

(c) Station Contact Name:

Code

(e) Station Phone:

### SECTION THREE

#### Billing Information

(a) Billing Name:

(b) Station Description:  
(for Corporate Accounts)

(c) Billing Contact Name:

Code

(e) Billing Phone:

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[illegible]

SECTION FIVE Analyzer Information		
Analyzer Unit Number:	Telephone Number: (        )	-
Analyzer Unit Number:	Telephone Number: (        )	-
Analyzer Unit Number:	Telephone Number: (        )	-
Analyzer Unit Number:	Telephone Number: (        )	-
Analyzer Unit Number:	Telephone Number: (        )	-

SECTION SIX Automated Clearing House (ACH) Debit Transaction Authorization			
(a) I want to order smog certificates through my analyzer. <input type="checkbox"/> YES <input type="checkbox"/> NO <i>If you checked YES, you must complete this section.</i>			
(b) Financial Institution Name:			
(c) Financial Institution Address:	Number and Street	City	State      Zip Code
(d) Checking Account Number (maximum 17 digits):		(e) Transit/ABA Number (nine digits):	
<p>If YES is checked, I hereby authorize MCI WORLDCOM Communications, Inc. to initiate automated debit entries to the checking account and financial institution listed in this authorization form upon MCI WORLDCOM Communications, Inc.'s receipt of an electronic smog certificate order. I understand that twenty-five (25) certificate numbers will be ordered at a time and the amount to be debited from the account will be the total cost for twenty-five (25) smog certificates. I understand that we are responsible to cover the total amount of the authorized debit. I understand that I may ALSO purchase smog certificates from the Department of Motor Vehicles and Public Safety at any time.</p> <p>If No is checked, I understand I will not be able to order smog certificates through my analyzer unit. I understand I will have to purchase smog certificates from DMV and I must pay for each order by terms accepted by DMV.</p>			
(f) Authorized Signature:		(g) Date:	
(h) Printed Name:		First	Middle      Last
(i) Title:	(j) Phone:      Area Code      Phone Number      Extension (      )      -		
<p align="center"><b>YOU MUST ATTACH A VOIDED CHECK</b></p> <p align="center">If you have any questions regarding your checking account information, please contact your financial institution.</p>			

# MCI WORLDCOM COMMUNICATIONS, INC.

## SERVICE TERMS AND CONDITIONS

**Business Agreement.** Use of the Nevada Electronic Transmission ("ET") communication service constitutes agreement to the following terms and conditions. MCI WORLDCOM Communications, Inc. may deactivate Customer's access to the WorldCom/ET Network at any time should Customer fail to abide by the terms of this Agreement.

**Description of Service.** MCI WORLDCOM Communications, Inc. ("WorldCom") will provide to Customer, and Customer will receive from WorldCom, access to the WorldCom/ET Network ("WorldCom Services") provided pursuant to this Agreement, as supplemented by any non-inconsistent product descriptions, definitions, prices and other terms and conditions contained in a Company "Service Publication and Price Guide" ("Publication"). This Publication shall be deemed to be incorporated herein by reference, will be maintained on a Company Internet web-site ([www.wcom.com](http://www.wcom.com)) accessible by, and available to, Customer at all times, and may be modified by the Company from time to time and thereby affect the service furnished to customer. If enforcement of any modification made by Company to the Publication affects Customer in a material and adverse manner, Customer, as its sole remedy, may discontinue the affected service without liability (except for payment of all charges incurred up to the time of service discontinuance) by providing the Company with written notice of discontinuance. To exercise this remedy, the Company must receive written notice within thirty (30) days of Customer's first learning of the Company's enforcement. The Company may avoid service discontinuance if, within thirty (30) days of receipt of Customer's written notice, it agrees to amend this Agreement to eliminate the applicability to Customer of the relevant Publication provision. If a service is discontinued hereunder, the Customer's minimum volume requirement(s) will be reduced, as appropriate, to accommodate the discontinuance. A "material and adverse" change" shall not include, nor be interpreted to include: (1) the introduction of a new service or any new service feature associated with an existing service, including all terms, conditions and prices relating thereto; (2) an adjustment (either an increase or a reduction) of a published underlying service price not expressly fixed in this Agreement; or (3) the introduction or revision of charges established and published by the Company to recover costs imposed on it by a governmental or quasi-governmental authority. Domestic intrastate service will be provided pursuant to requirements imposed by state law or regulatory authorities.

**Implementation.** WorldCom will complete its checklist of Customer's service requirements and make the initial connection to the WorldCom/ET Network.

**Customer Responsibilities.** (a) Should any unauthorized user obtain access to the designated Analyzer System ("ANALYZER") unit(s), Customer must notify the WorldCom Call Center immediately. Until such notification is made, Customer understands and agrees that Customer will continue to be responsible to pay for all transactions and transmissions incurred on the ANALYZER unit(s).

(b) Customer understands and agrees that Customer shall be responsible for any access code and/or personal information number (PIN) that may be associated with access into the WorldCom/ET Network. Customer's access code(s) and/or PIN(s) should not be shared and must be kept secure. WorldCom shall in no way be liable for transaction charges fraudulently incurred on the ANALYZER unit. It is the Customer's responsibility to pay these transaction charges.

(c) Customer shall notify the WorldCom Customer Service Center immediately upon any address change, or Customer departure from Customer's listed address. Changes to Customer account can only be made by Customer.

(d) Customer understands and agrees that Customer shall be responsible for obtaining from the Nevada Department of Motor Vehicles and Public Safety an inspection station certificate of appointment to provide emissions tests. Failure to obtain or maintain test equipment in good working order or loss of Customer's certificate of appointment will prevent access to the WorldCom/ET Network.

**Charges and Payment Terms for WorldCom Services.** (a) By using the WorldCom Service, Customer assumes full responsibility for all transactions and transmission charges incurred by the ANALYZER and its associated telephone number related to emission testing and diagnostic and repair information.

(b) For use of the WorldCom Services provided by WorldCom, Customer shall pay one dollar and three cents (\$1.03) for each inspection-related call and fifty cents (\$.50) for each thirty (30) second duration of each diagnostic and repair information related call. The standard test will consist of an initial test call and an end of test call. Customer shall be responsible for any emission related transaction, and/or diagnostic and repair information charges as well.

(c) WorldCom will invoice Customer and the charges shall be due and payable on the due date as indicated on the invoice. The invoice shall state the total number of test transactions and the total amount due. Customer shall pay all charges arising under this Agreement, by the invoice due date. Failure to pay the WorldCom invoice on or before

the due date may result in Customer being denied access to the WorldCom/ET Network until such payment is received by WorldCom. If Customer does not provide WorldCom written notice of a dispute with respect to WorldCom's charges within six (6) months from the date the invoice was rendered, such invoice shall be deemed to be correct and binding to the Customer.

(d) Customer agrees that there will be a Ten Dollar (\$10.00) fee for any payment to WorldCom that is returned due to insufficient funds. Failure to pay the outstanding invoice in addition to the Ten Dollar (\$10.00) fee within ten (10) days of notification may result in a ANALYZER lockout of service.

**Warranty Disclaimer and Limitation of Liability.** (a) WORLDCOM SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTIES RIGHTS. FURTHER, WORLDCOM DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE OF WORLDCOM SERVICES OR WRITTEN MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. CUSTOMER UNDERSTANDS THAT WORLDCOM IS NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY FOR HARDWARE, SOFTWARE OR OTHER ITEMS OR ANY SERVICES PROVIDED BY ANY PERSONS OTHER THAN WORLDCOM.

(b) Neither party shall be deemed negligent, at fault or liable in any respect to the other for any delay, interruption or failure in performance hereunder resulting from fire, flood, water, the elements, explosions, acts of God, war, accidents, labor disputes, strikes, shortages of equipment or suppliers, unavailability of transportation or other cause beyond the reasonable control of the party delayed or prevented from performing. WorldCom's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by these Service Terms and Conditions. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF REVENUE AND PROFITS, EVEN IF AWARE OF THE POSSIBILITY THEREOF.

**Cancellation Rights and Liabilities.** Either party may terminate this Agreement with thirty (30) days prior written notice to the other party. However, WorldCom may terminate this Agreement immediately, without liability, upon notification and direction of the Nevada Department of Motor Vehicles and Public Safety.

**Termination for Cause.** In addition to any other rights of cancellation specified herein, either party may terminate this Agreement upon three (3) days prior written notice to the other in the event of the other's failure to pay any amounts due hereunder and not duly contested in good faith within ten (10) days after the receipts of the terminating party's written notice of default concerning the same; or the other's failure to cure a material breach within thirty (30) days after receipt of the terminating party's written notice of default concerning the same.

**Applicable Law.** Customer understands that WorldCom, in conducting its business in the manner set forth herein, is subject to the Communications Act of 1934, as amended, and as interpreted and applied by the Federal Communications Commission. Otherwise, and where not inconsistent with the Communications Act of 1934, this Agreement shall be construed in accordance with the laws of the State of Nevada. Customer will comply with all applicable state and federal laws.

**Assignment.** Neither party may assign this Agreement or any of its rights hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except WorldCom may assign this Agreement to any parent, subsidiary, affiliate or purchaser of all or substantially all of its assets.

**Independent Contractors.** The relationship between the parties shall not be that of partners or joint ventures of one another and nothing contained in this Agreement shall be deemed to constitute a partnership agreement between them.

**Entire Service Order.** This Service Enrollment Form and Agreement together with all Exhibits and the Tariff set forth the entire understanding between the parties with regard to the subject matter hereof and supersedes any prior or contemporaneous agreements, discussions, representations or negotiations between the parties whether written or oral with respect thereto. All amendments to this Service Enrollment Form shall be in writing and signed by the authorized representatives of both parties. All notices, requests, demands or communications shall be deemed effective upon personal delivery or on the calendar day following the date of the telex, telegram, or WorldCom Mail, or when received if sent by registered, certified or express mail.

**SECTION SEVEN**  
**Terms and Conditions Agreement**

I have reviewed this form and believe all information is true and correct. By submitting this signed form, I acknowledge that I have read and understand the "Service Terms and Conditions" that are made apart of this agreement. I further acknowledge and accept that these terms will control the operation of this Agreement, including the responsibility to pay, in a timely manner, all authorized costs incurred for the ET Services.

(a) Authorized Signature:

(b) Date:

(h) Printed Name:

First

Middle

Last

(i) Title:

(j) Phone:

Area Code  
(      )

Phone Number  
-      -

Extension

## ENROLLMENT FORM INSTRUCTIONS

These instructions are numbered and correspond to each section of the enrollment form. Please read them to ensure your forms are filled out correctly. **PLEASE PRINT OR TYPE CLEARLY. INCOMPLETE OR ILLEGIBLE FORMS WILL DELAY PROCESSING OF YOUR APPLICATION COSTING YOUR BUSINESS REVENUE.**

### SECTION ONE

*Check the box that describes your situation.*

### SECTION TWO: STATION INFORMATION

*Enter information about the physical location of the station being enrolled.*

2a	Inspection Station Number:	Enter the State assigned license number.
2b	Station Name:	Enter the name of your business as registered by the state.
2c	Station Contact Name:	Enter the name of a contact that can be reached at the station.
2d	Station Address:	Enter the complete street address, city, county and state where the station is physically located.
2e	Station Phone:	Enter the phone number and extension of where the Station Contact can be reached. This phone should reside at the station.
2f	Station Fax:	Enter the phone number and extension of a facsimile machine that resides at the station.

### SECTION THREE: BILLING INFORMATION

*MCI WORLDCOM Communications, Inc. will mail the invoices to the location specified in this section. If the station belongs to a corporation, and the corporation will be responsible for paying the invoice, the corporation's billing information should be entered. If the station belongs to a corporation, but the corporation will not be responsible for paying the invoice, information for the responsible Bill Payer should be entered. If this information is the same as SECTION ONE, you must re-enter the information in this section.*

3a	Billing Name:	Enter the business name of the responsible bill payer.
3b	Station Description:	If a corporation is responsible for this station's bill, enter the corporations internal station identifier, if needed. This will be displayed on the invoice to facilitate the corporation's internal accounting. For example, "Store 326".
3c	Billing Contact Name:	Enter the name of the person responsible for paying the invoice.
3d	Billing Address:	Enter the complete street address, city, and state where the invoice should be mailed.
3e	Billing Phone:	Enter the phone number and extension of where the Billing Contact can be reached.
3f	Billing Fax:	Enter the phone number and extension of a facsimile machine that resides at the Billing Address.

### SECTION FOUR: Emissions Inspector Information

*Enter the name and license number as found on the license issued by the state for ALL Emissions Inspectors employed at the station. Attach additional sheet if necessary.*

### SECTION FIVE: Analyzer Information

*Enter the Analyzer Unit Number and dedicated telephone number for each Analyzer located at the station. Attach additional sheet if necessary.*

### SECTION SIX: Automated Clearing House (ACH) Debit Transaction Authorization

*Enter checking account and authorizing entity information if you want to order smog certificates through your analyzer units.*

6a	Check Box	Check the YES box if you want to order smog certificates through your analyzers. Otherwise, check the NO box.
6b	Financial Institution Name:	Enter the name of the financial institution from where the ACH transactions will be debited.
6c	Financial Institution Address:	Enter the complete address, city, state, and zip code of the financial institution.
6d	Checking Account Number:	Enter the checking account number to debit.
6e	Transit/ABA Number:	Enter the nine digit Transit/ABA number. If you do not know the number, contact your financial institution.
6f	Authorized Signature:	A person who is authorized to approve debit transactions from the checking account should sign here.
6g	Date:	Enter the date of the signature of the authorized person who signed in 6f.
6h	Printed Name:	Clearly print the name of the authorized person who signed in 6f.
6i	Title:	Print the title of the authorized person who signed in 6f.

### SECTION SEVEN: Terms and Conditions Agreement

*The person who makes business decisions for the station must fill out and sign this section.*

7a	Authorized Signature:	The person who makes business decisions for the station must sign in this area.
7b	Date:	Enter the date of the signature of the authorized person who signed in 7a.
7c	Printed Name:	Clearly print the name of the authorized person who signed in 7a.
7d	Title:	Print the title of the authorized person who signed in 7a.